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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
HONOLULU, HAWAII

FEDERAL MARITIME COMMISSION
OFFICE OF HONOLULU

HARBOR LEASE NO. H-90-9



HILO BULK RAW SUGAR FACILITY
AT HILO HARBOR
HILO, ISLAND OF HAWAII
STATE OF HAWAII

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

HARBOR LEASE NO. H-90-9
(Hilo Bulk Raw Sugar Facility)

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
Harbors Division

HARBOR LEASE NO. H-90-9
(Hilo Bulk Raw Sugar Facility)

THIS INDENTURE OF LEASE (the "Lease"), effective as of the 1st day of July, 1987, by and between the **STATE OF HAWAII**, by its Director of Transportation (the "LESSOR") and **MATSON NAVIGATION COMPANY, INC.**, whose business address is Sand Island Access Road, Honolulu, Hawaii 96813 and whose mailing address is P. O. Box 899, Honolulu, HI 96808 (the "LESSEE").

WITNESSETH:

1. AREA LEASED

The LESSOR, for and in consideration of the rent to be paid and of the terms, covenants and conditions herein contained, all on the part of the LESSEE to be kept, observed and performed, does hereby demise and lease unto the LESSEE, and the LESSEE does hereby lease and hire from the LESSOR, that certain parcel of land designated Parcel 1 and those certain easements designated Easement 1 and Easement 2 situated at Hilo Harbor, Hilo, Hawaii, containing areas of 188,458, 23,520 and 30,054 square feet respectively, more or less, as shown and delineated on Exhibit "B," together with LESSOR owned improvements thereon described in Exhibit "C", which exhibits are attached hereto and made a part hereof (the "Premises"). The improvements on Parcel 1 described in Exhibit "D" attached hereto and made a part hereof are owned by HT&T Company, Inc. ("SUBLESSEE") and are not included in the Premises. The machinery and equipment on Parcel 1 and Easement 1 and the gantry cranes, rails and related equipment on Easement 2 described in Exhibit "E", attached hereto and made a part hereof, are owned by LESSEE and are not included in the Premises.

2. USE OF THE PREMISES

The Premises shall be used for the operation of a bulk raw sugar facility to receive from trucks, handle, convey, store and load into ocean vessels bulk raw sugar produced on the Island of Hawaii. Other permitted uses shall include the following:

- (a) Services and functions involved in receiving, handling, storing, unloading, loading and delivering ocean cargoes and cargo handling equipment.
- (b) Other related maritime activities as approved in writing by the LESSOR.

3. DEFINITIONS

As used herein, unless specifically indicated otherwise or clearly repugnant to the context:

- (a) "Director" shall mean the Director of Transportation of the State of Hawaii or the representative of the Director;
- (b) "Holder of record of a security interest" means a person who is the owner or possessor of a security interest in the Premises and who has filed with the Department of Transportation and with the Bureau of Conveyances of the State of Hawaii a copy of such interest;
- (c) "LESSEE" means the LESSEE herein, its successors or permitted assigns, according to the context hereof;
- (d) "LESSOR" means the State of Hawaii.
- (e) "Sublease" means that certain sublease under this Lease in the form of Exhibit "F" when executed by the parties named therein.
- (f) "SUBLESSEE" means HT&T Company, Inc. after execution of the Sublease.

4. GENDER AND NUMBER

The use of any gender includes all genders. If there be more than one LESSEE, the singular includes the plural and the plural includes the singular.

5. HEADINGS NOT TO BE USED TO CONSTRUE DOCUMENT

The marginal headings throughout this Lease are for the convenience of the LESSOR and the LESSEE and are not intended to construe the intent or meaning of any of the provisions thereof.

6. LEASE TERM

- (a) The term of this Lease shall be for a period of THIRTY-FIVE (35) years commencing as of July 1, 1987 and terminating on June 30, 2022, unless sooner terminated as hereinafter provided.
- (b) The THIRTY-FIVE (35) year term shall be divided into the following eight (8) successive periods ("Period(s)"):

Period
Number

- 1. July 1, 1987 to the effective date of the Lease
- 2. Effective date of the Lease through June 30, 1994
- 3. July 1, 1994 through June 30, 1999
- 4. July 1, 1999 through June 30, 2004
- 5. July 1, 2004 through June 30, 2009
- 6. July 1, 2009 through June 30, 2014
- 7. July 1, 2014 through June 30, 2019
- 8. July 1, 2019 through June 30, 2022

LESSEE shall have the option of terminating the Lease as of the end of Period Numbers 2 through 7 by delivering written notice to LESSOR stating the prospective termination date more than ninety (90) days

prior to the end of any such Period, or by such later date as is agreed to in writing by LESSOR and LESSEE.

- (c) LESSEE shall have the option of terminating the Lease at any time during the term of the Lease by delivering a written notice to LESSOR stating the prospective termination date and transmitting a certificate executed by California and Hawaiian Sugar Company ("C&H") that after such termination date C&H would not have under its control for transportation from the plantations served by the bulk raw sugar facility on the Premises sufficient bulk raw sugar for movement through the Premises to support continued prudent operation of the bulk raw sugar facility.

7. RENTAL AND RENTAL REOPENINGS

(a) Rental

1. For Period Number 1 beginning July 1, 1987 and ending the effective date of the Lease the rental for Parcel 1 and Lessor-owned improvements, Easement 1 and Easement 2 will be at the annual rate of FORTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$43,500) in effect on September 30, 1987 under Federal Maritime Commission Agreement No. 224-009055-04 between the State of Hawaii and Matson Navigation Company.

LESSEE shall receive a credit applicable to rental under the Lease beginning July 1, 1987 equal to the rental received from LESSEE or SUBLESSEE by LESSOR under Federal Maritime Commission Agreement No. 224-009055-04 for the Period July 1, 1987 through September 30, 1987 and from SUBLESSEE from September 30, 1987 to the effective date of the Lease.

2. For Period Number 2 beginning the effective date of the Lease and ending June 30, 1994 the rental for Parcel 1 and Lessor-owned improvements,

Easement 1 and Easement 2 will be at the annual rate of NINETY ONE THOUSAND SIX HUNDRED DOLLARS (\$91,600).

(b) Rental Reopening Period

The annual rental hereinabove reserved shall be reopened and redetermined as of the beginning of each of Period Numbers 3 through 8 of said term for each such Period.

(c) Determination of rental upon reopening of the annual rental

The rental for any ensuing Period shall be the fair market rental based upon the existing uses at the time of reopening. The fair market rental for Period Numbers 3 through 8 shall be seven (7%) percent of the fair market value of the Premises at the beginning of the Period. Except as provided herein, the provisions in Chapter 658, Hawaii Revised Statutes, shall be followed. At least six (6) months prior to the time of reopening, the fair market rental shall be determined by an appraiser whose services shall be contracted for by the LESSOR at LESSOR'S expense, and the LESSEE shall be promptly notified by certified mail, return receipt requested, of the fair market rental as determined by LESSOR'S appraiser; provided, that should the LESSEE fail to notify LESSOR in writing within thirty (30) days after receipt thereof that LESSEE disagrees with the fair market rental as determined by LESSOR'S appraiser and that LESSEE has appointed its own appraiser to prepare an independent appraisal report, then the fair market rental as determined by LESSOR'S appraiser shall be deemed to have been accepted by LESSEE and shall be the fair market rental as of the date of reopening. If LESSEE has notified LESSOR in writing and appointed LESSEE'S appraiser as stated hereinabove, LESSEE'S appraiser shall complete an appraisal and the two appraisers shall then exchange their reports within forty-five (45) days from the date of LESSEE'S appointment of the appraiser.

The two appraisers shall review each other's reports and make every effort to resolve whatever differences they may have. However, should differences still exist fourteen (14) days after the exchange the two appraisers shall within seven (7) days thereafter appoint a third appraiser who shall also prepare an independent appraisal report based on the review of the two appraisal reports prepared and any other data. Copies thereof shall be furnished to the first two appraisers within forty-five (45) days of the appointment. Within twenty (20) days after receiving the third appraisal report, all three shall meet and determine the fair market rental in issue. The fair market rental as determined by a majority of the appraisers shall be final and binding upon both LESSOR and LESSEE, subject to vacation, modification or correction in accordance with the provisions of Section 658-8 and 658-9, Hawaii Revised Statutes. The LESSEE shall pay for its own appraiser and the cost of the services of the third appraiser shall be borne equally by the LESSOR and the LESSEE. All appraisal reports shall become part of the public record of the LESSOR.

In the event that the appraisers are unable to determine the fair market rental before the reopening date, or by the foregoing prescribed time, whichever is later, the LESSEE shall pay the fair market rental as determined by LESSOR'S new appraised value until the new rent is determined and the rental paid by LESSEE shall then be subject to retroactive adjustments as appropriate to reflect the fair market rental determined as set forth hereinabove. However, LESSEE or LESSEE'S appraiser's failure to comply with the procedures set forth above shall constitute a waiver of LESSEE'S right to contest the new rent, and the LESSEE shall pay the rent as determined by LESSOR'S appraiser without any retroactive adjustments. Alternatively, LESSOR may treat such failure as a breach of this Lease and terminate the Lease.

Except for the Lessor Improvements described in Exhibit "C" to the Lease and, after June 30, 2002, the machinery and equipment described in Exhibit "E" to the Lease, the value of improvements constructed, installed or owned by the LESSEE or SUBLESSEE within the Premises under this Lease or Sublease or the preceding agreements between the respective parties shall not be considered in determining the fair market rental of the Premises.

8. TIME AND METHOD OF PAYMENT

The LESSEE shall pay to the LESSOR without notice or demand at the Harbors Division, 79 S. Nimitz Highway, Honolulu, Hawaii 96813, the annual rentals as provided hereinabove, payable in advance in quarterly installments on the first day of January, April, July and October of each and every year during the term of this Lease in legal tender of the United States of America. The last rental payment shall be prorated on the basis of days if the payment is for less than a calendar quarter.

The LESSEE shall pay said rent to the LESSOR at the time, in the manner and form aforesaid and at the place specified above, or at such other place as the LESSOR may from time to time designate, in legal tender of the United States of America.

9. INTEREST

Without prejudice to any other remedy available to the LESSOR, including the imposition of a service charge, the interest rate of one percent (1%) per month, compound interest, shall be assessed against the LESSEE for any rentals not paid when due and such sum shall continue to be assessed against the LESSEE until the principal sum and the interest are paid in full.

10. MINERALS AND WATERS

The LESSOR reserves the right to (a) all minerals as hereinafter defined, in, on or under the Premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use

so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such minerals by any means whatsoever, including strip mining.

"Minerals", as used herein shall mean any or all oil, gas, coal, phosphate, sodium, sulfur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on or under the land; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and when used in road construction in furtherance of the LESSEE'S permitted activities on the Premises and not for sale to others; and (b) all surface and ground waters appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required in the exercise of this right reserved; provided that as a condition precedent to the exercise by the LESSOR of the rights reserved in this paragraph just compensation shall be paid to the LESSEE for any of the LESSEE'S improvements taken.

11. PREHISTORIC AND HISTORIC REMAINS

All prehistoric and historic remains found within the Premises shall be and remain the property of the LESSOR and shall not be disturbed or removed by the LESSEE, its employees, agents or contractors, without the express approval of the Director of Transportation.

12. EASEMENTS

The LESSOR reserves the right to establish, or to sell or grant to others, easements required for maritime or utility purposes; provided that such easements shall not unreasonably interfere with the LESSEE'S use of the Premises.

13. CONSTRUCTION OF IMPROVEMENTS; ENVIRONMENTAL ASSESSMENT

Prior to construction of improvements, the LESSEE, if applicable, must obtain County of Hawaii approval for a shoreline

management area permit and for shoreline setback requirements and a building permit from the County of Hawaii. The LESSOR does not warrant or guarantee that the County of Hawaii will permit the construction of all improvements that may be required by the LESSEE. All costs associated with meeting the requirements of obtaining the building permit will be borne by the LESSEE.

The LESSEE shall, prior to constructing any improvements within the Premises, submit an Environmental Assessment to the LESSOR. Based on said Assessment, the LESSOR shall determine whether the Assessment may be considered as a Negative Declaration of Environmental Impact or whether an Environmental Impact Statement is required to comply with Chapter 343, Hawaii Revised Statutes, and the Regulations of the State of Hawaii's Office of Environmental Quality Control. Within thirty (30) days after the approval of the Environmental Impact Statement or Negative Declaration, whichever is required, the LESSEE will submit its plans and specifications for the installation to the LESSOR.

During the term of this Lease, no additional improvements, alterations or additions will be constructed within the Premises unless the LESSEE first submits its plans and specifications to the LESSOR for its approval and approval is granted by the LESSOR in writing. The plans and specifications must be in full compliance with all statutes, ordinances, and rules and regulations applicable thereto. Except as otherwise provided in paragraphs 35 and 43 herein, the LESSEE and SUBLESSEE shall retain their respective titles to any and all leasehold improvements, trade fixtures, furnishings, equipment and other personal property, constructed, placed or installed by the LESSEE or SUBLESSEE on the Premises, at their respective costs and expense, during the term of this Lease or of the preceding license, except the Lessor Improvements described in Exhibit "C".

14. CONTRACTOR'S INSURANCE

Before commencing the construction or installation of any additional leasehold improvements within the Premises, the LESSEE shall require that all contractors and subcontractors employed within and on the Premises by the LESSEE or SUBLESSEE procure and

maintain in full force and effect during the course of construction and installation the following insurance:

- (a) Worker's Compensation as required by law.
- (b) Contractor's Comprehensive General Liability and Property Damage with a combined minimum single limit of \$1 million for bodily injury and property damage per occurrence.
- (c) Contractor's Automobile General Liability and Protective Property with a combined minimum single limit of \$300,000 for bodily injury and property damage per occurrence.

15. SANITATION; MAINTENANCE OF PREMISES

The LESSEE at all times during the life of this Lease shall keep and maintain all portions of the Premises and improvements therein in good repair and in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and other refuse.

THE LESSOR COVENANTS AND AGREES WITH THE LESSEE that upon the payment of the said rent at the times and in the manner aforesaid and the observance and performance of the covenants, terms and conditions hereof on the part of the LESSEE to be observed and performed, the LESSEE shall and may have, hold and enjoy the Premises for the term hereby demised, without hindrance or interruption by the LESSOR or any other person or persons lawfully claiming by, through or under it, subject to the provisions of paragraph 52.

THE LESSEE FURTHER COVENANTS AND AGREES WITH THE LESSOR THAT:

16. TAXES, ASSESSMENTS, ETC.

The LESSEE shall pay or cause to be paid, when due, all taxes, rates, assessments and other outgoings of every description as to which the Premises or any part thereof, or any improvements therein, or the LESSOR or LESSEE in respect thereof,

are now or may hereafter be assessed or become liable by authority of law during the term of this Lease; provided, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, LESSEE shall be required to pay only such installments, together with interest as shall become due and payable during said term.

17. UTILITY SERVICES

The LESSEE shall pay when due all charges, duties and rates of every description, including water, sewer, gas, refuse collection or any other charges, as to which the Premises, or any part thereof, or any improvements therein or the LESSOR or the LESSEE in respect thereof may during said term become liable, whether assessed to or payable by the LESSOR or LESSEE.

18. COVENANT AGAINST DISCRIMINATION

The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, sex, color, religion or ancestry.

19. SANITATION, ETC.

The LESSEE shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

20. WASTE AND UNLAWFUL, IMPROPER OR OFFENSIVE USE OF PREMISES

The LESSEE shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof.

21. COMPLIANCE WITH LAWS

The LESSEE shall comply with all requirements of all municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes and all rules and regulations, pertaining to the Premises, now in force or which may hereafter be in force.

22. INSPECTION OF PREMISES

The LESSEE shall permit the LESSOR and its agents, at all reasonable times during the said term, to enter the Premises and examine the state of repair and condition thereof.

23. IMPROVEMENTS

The LESSEE shall not at any time during said term construct, place, maintain or install within the Premises, any building, structure or improvement of any kind and description whatsoever except with the prior written approval of the LESSOR and upon such condition as the LESSOR may impose, including an adjustment of rent, unless otherwise provided herein.

24. REPAIRS TO IMPROVEMENTS

The LESSEE shall, at its own expense, keep, repair and maintain the Premises and improvements now existing or hereafter constructed or installed by the LESSEE on or in the Premises, in good order, condition and repair, reasonable wear and tear excepted.

25. SPILLAGE AND LEAKAGE

The LESSEE shall be responsible for the clean-up of all fuel spillage and leakage from the use of fuel pipelines at no cost to the LESSOR, which shall include any fines assessed by the United States Coast Guard.

26. LIENS

The LESSEE will not commit or suffer any act or neglect whereby the Premises or any improvement therein or the estate of the LESSEE in the same shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the LESSOR from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom.

27. ASSIGNMENTS, ETC.

Except as permitted by paragraph 51 of the Lease and paragraph 17 of the Sublease, the LESSEE and SUBLESSEE shall not transfer or assign this Lease or any interest herein without the prior written approval of the Director and except as may be permitted by and subject to the conditions contained in Section 171-36(a)(5), Hawaii Revised Statutes. The LESSOR may condition its consent to the assignment of this Lease on payment by the LESSEE of fifty percent (50%) of the "net amount" paid by the assignee. For the purpose hereof "net amount" means the amount by which the LESSEE'S depreciated cost of improvements and trade fixtures is exceeded by the amount paid by the assignee to the LESSEE, whether by cash, credit or otherwise.

The LESSEE shall furnish the LESSOR with information as to the cost of construction of all improvements and renovations made within the Premises during the term of this Lease as well as the cost of all trade fixtures acquired for the operation of the Premises.

28. SUBLETTING

Except as provided in paragraph 51 of this Lease, the LESSEE shall not rent or sublet the whole or any portion of the Premises without the prior written approval of the LESSOR. The LESSOR shall have the right to deny uses contrary to the primary purposes of the Lease, to review and approve the rent to be charged to the proposed sublessee and revise the rent and rent structure charged to the LESSEE by the LESSOR in light of the rental rate charged to the proposed sublessee by the LESSEE and to include such other terms and conditions prior to any approval by the LESSOR; provided, that the rent may not be revised downward.

29. MORTGAGE

The LESSEE shall not mortgage, hypothecate or pledge the Premises or any portion thereof or this Lease or any interest herein except in accordance with and subject to the provisions of paragraph 42 hereof and any such mortgage, hypothecation or

pledge without the prior written approval of the LESSOR shall be null and void.

30. INDEMNITY

The LESSEE shall indemnify, defend and hold the LESSOR harmless (a) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident on the Premises and sidewalks and roadways adjacent thereto or occasioned by any act or nuisance made or suffered on the Premises, or by any fire thereon or growing out of or caused by any failure on the part of the LESSEE to maintain the Premises in a safe condition and will reimburse the LESSOR for all costs and expenses in connection with the defense of such claims; and (b) from and against all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, county or municipal governments.

31. COSTS OF LITIGATION

In case the LESSOR shall, without any fault on its part, be made a party to any litigation commenced by or against the LESSEE (other than condemnation proceedings), the LESSEE shall and will pay all costs and expenses incurred by or imposed on the LESSOR. Furthermore, the LESSEE shall and will pay all costs and expenses which may be incurred or paid by the LESSOR in enforcing the covenants and agreements of this Lease, in recovering possession of the Premises or in the collection of delinquent rental, taxes and any and all other charges.

32. LIABILITY INSURANCE

The LESSEE shall procure, at its own cost and expense, and keep in force during the entire term of this Lease, with an insurance company or companies acceptable to the LESSOR, a policy or policies of comprehensive general liability insurance in a combined single limit amount of not less than \$3 million for bodily injury and property damage per occurrence. Said policy or

policies shall cover the Premises, including all improvements, equipment, personal property, trade fixtures and grounds and all roadways and sidewalks on or adjacent to the Premises in the control of the LESSEE. The LESSEE shall furnish the LESSOR with a certificate showing such policy to be initially in force and shall furnish a like certificate upon each renewal of such policy, each such certificate to contain or be accompanied by an assurance of the insurer that the LESSOR shall be notified at least thirty (30) days prior to any termination or cancellation of, or material change in said policy. The procuring of its policy shall not release or relieve the LESSEE of its responsibility under this Lease. The policy or policies required under this provision shall name the LESSOR as an additional insured.

The minimum limits of insurance recited herein may be increased by such amounts as the Director, in the exercise of sound and prudent judgment, may require.

33. PERFORMANCE BOND

The LESSEE shall, at its own cost and expense, within thirty (30) days after the effective date of this Lease, procure and deposit with the LESSOR and thereafter keep in full force and effect during the term of this Lease a good and sufficient surety bond, conditioned upon the full and faithful observance and performance by the LESSEE of all of the terms, conditions and covenants of this Lease, in an amount equal to one-fourth (1/4) of the annual rental payable. Said bond shall provide that in case of a breach or default of any of the terms, covenants, conditions and agreements contained herein, the full amount of the bond shall be paid to the LESSOR as liquidated and ascertained damages and not as a penalty. Such bond shall be maintained by the LESSEE at its own cost and expense and shall cover the LESSEE'S operations during the term of the Lease; provided, that suits thereon by the State or anyone else entitled to do so may be commenced within the period of limitation for contract claims unless otherwise specifically provided.

34. LESSOR'S LIEN

The LESSOR shall have a lien on all the improvements placed within the Premises by the LESSEE, and on all property kept or used by the LESSEE within the Premises, excluding the property described in Exhibits "D" and "E" and all bulk raw sugar, whether the same is exempt from execution or not, for all such costs, attorney's fees, rent reserved, for all taxes and assessments paid by the LESSOR on behalf of the LESSEE and for the payment of all monies as provided in this Lease to be paid by the LESSEE, and such lien shall continue until the amounts due are paid.

35. SURRENDER

The LESSEE shall surrender peaceably to the LESSOR the Premises on the date of the cessation of this Lease, whether such cessation be by termination, expiration, abandonment or otherwise, promptly and in the same condition as at the commencement of this Lease, reasonable wear arising from the use of said Premises to the extent permitted elsewhere in this Lease and damage resulting from causes over which the LESSEE had no control excepted; provided that, SUBLESSEE shall have the right, when not in breach of any provision herein, within thirty (30) days after the cessation of this Lease, to remove its equipment, trade fixtures and personal property and all the property described on Exhibit "D" from the Premises in such a manner as to cause no damage thereto, and in the event of any such damage, the LESSEE shall, at its own cost and expense, repair or otherwise remedy the same; and, provided further, that in the event SUBLESSEE fails or neglects to so remove all or any portion of its equipment, trade fixtures and personal property and all the property described on Exhibit "D" within the thirty (30) days after the cessation of this Lease, the LESSOR may remove and dispose of the same and charge the cost of such removal and disposal to SUBLESSEE, which costs SUBLESSEE agrees in the Sublease to pay.

SUBLESSEE shall be entitled to the salvage value of all trade fixtures, equipment and personal property which are on the Premises and of the property described in Exhibit "D" removed by SUBLESSEE or by LESSOR for the account of SUBLESSEE.

LESSEE and SUBLESSEE shall not have any responsibility to remove from the Premises, at the expense of LESSEE or SUBLESSEE, the Lessor Improvements described in Exhibit "C" or the machinery and equipment described in Exhibit "E" before or after cessation of the Lease.

No machinery or equipment described in Exhibit "E" will be removed from the Premises at any time during the term of the Lease without the prior written permission of the LESSOR.

36. PREMISES - INCONVENIENCE TO THE STATE, COUNTY, ETC.

The LESSEE, while constructing, maintaining or using the Premises shall not unduly or unreasonably inconvenience the LESSOR, its licensees, permittees and other tenants in the use of the land crossed by or adjoining the Premises.

37. PREMISES - REPAIR AND RESTORATION

The LESSEE shall promptly repair and restore, at its own expense, all damage to the paving or to the surface of an easement area in the Premises or the lands adjacent thereto, which it may cause in the construction, maintenance, repair or replacement, using materials of equal quantity and quality. It shall carefully backfill all excavations and compact all backfills in accordance with LESSOR'S specifications. Upon completion of any work performed in the Premises, the LESSEE shall remove all equipment and unused materials therefrom and shall leave the Premises in a clean and presentable condition, satisfactory to the LESSOR.

38. EASEMENT - RELOCATION

Should the conveyors, cranes or other equipment of the LESSEE interfere with any other proper use of an easement area in the Premises, or in the event of a change in width, grade, location or elevation of the harbor roadway within which the easement area is located, the LESSEE shall accomplish any necessary temporary and/or permanent relocation of its facilities at its sole cost and expense. The LESSOR shall give to the LESSEE at least three (3) months' prior written notice of any

requirement for such relocation and shall, to the extent possible, provide an alternate easement site to the LESSEE at the same rental rate. The determination by the LESSOR as to whether there is interference within the easement area shall be final. If LESSEE notifies LESSOR in writing that SUBLESSEE has determined that such relocation will make it financially or operationally imprudent to continue handling bulk raw sugar on the Premises, the Lease will terminate on the future date stated in such written notice from LESSEE to LESSOR.

39. EASEMENT - SURFACE USE

The LESSOR may use for all purposes the whole or any portion of the land affected by an easement area in the Premises and may grant to others, rights and privileges for any and all purposes affecting said lands; provided that, the rights herein reserved shall not be exercised by the LESSOR or by any agent, representative or assigns of the LESSOR in such manner so as to interfere unreasonably with the LESSEE in its use of the easement area.

40. ABANDONMENT

If the LESSEE should fail or cease to use or abandon an area in the Premises for a continuous period of one (1) year, all rights and interests granted with respect to such area in the Lease shall cease and terminate.

41. SURRENDER FOR PUBLIC PURPOSE

If at any time during the term of this Lease, all or any portion of the Premises is required for any public purpose, the LESSEE shall, upon written notice from the LESSOR given not less than three (3) months in advance, surrender all or such portion of the Premises as may be required and SUBLESSEE shall remove therefrom all of SUBLESSEE'S personal property and trade fixtures at no cost to the LESSOR. The LESSEE and SUBLESSEE shall not, by reason of LESSEE'S surrender, be entitled to any claim against the LESSOR. If, however, the surrender of a portion of the Premises renders the remainder unsuitable for the purposes of the LESSEE and SUBLESSEE, the LESSEE may surrender the remainder of

the Premises and be relieved of any further obligation hereunder except SUBLESSEE'S obligation to remove from the Premises all of its personal property and trade fixtures, within such reasonable period as may be allowed by the LESSOR. Upon failure of the SUBLESSEE to so remove, the LESSOR may proceed in accordance with the provision of Paragraph 35.

42. MORTGAGE

Upon due application and with the written consent of the LESSOR, LESSEE may from time to time mortgage this Lease or any interest herein or create a security interest in the Premises hereby demised. If the mortgage or security interest is to a recognized lending institution, authorized to do business as a lending institution, in either the State of Hawaii or elsewhere in the United States, such consent may extend to foreclosure and sale of the LESSEE'S interest at such foreclosure to any purchaser, including the mortgagee, qualified under Chapter 171, Hawaii Revised Statutes, to lease, own or otherwise acquire and hold the Premises or any interest therein. The interest of the mortgagee or holder shall be freely assignable. The term "holder" shall include an insurer or guarantor of the obligation or condition of such mortgage, including the Department of Housing and Urban Development through the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Small Business Administration, Farmers Home Administration, or any other Federal agency and their respective successors and assigns or any lending institution authorized to do business in the State of Hawaii or elsewhere in the United States; provided, that the consent to mortgage to a non-governmental holder shall not confer any greater rights or powers in the holder than those which would be required by any of the aforementioned Federal agencies.

43. BREACH

Time is of the essence of this Lease and if the LESSEE shall fail to yield or pay such rent or any part thereof at the times and in the manner aforesaid, or shall become bankrupt, or shall abandon the Premises, or if this Lease and the Premises shall be attached or otherwise be taken by operation of law, or if any

assignment be made of the LESSEE'S property for the benefit of creditors, or if the LESSEE shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of five (5) business days where the breach involves failure to make timely rental payments and for a period of more than sixty (60) days where there is any other breach covered herein, after delivery by the LESSOR of a written notice of such breach or default by personal service, registered mail or certified mail to the LESSEE at its last known address and to each mortgagee or holder of record having a security interest in the Premises, the LESSOR may, subject to the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter the Premises or any part thereof, and upon or without such entry, at its option, terminate this Lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract. In the event of such termination, all improvements within the Premises shall become the property of the LESSOR, excluding the SUBLESSEE improvements described on Exhibit "D".

In the case of non-payment of rent within the term of the Lease, the LESSOR may re-enter the Premises and terminate the Lease. In such event the LESSEE shall be liable for subsequently accruing rent during the term of this Lease when the Premises are not re-let and for any deficiency resulting from a re-letting of the Premises plus expenses for the re-letting.

In the event LESSEE discontinues using the Premises for the uses and purposes enumerated herein and activities related thereto, without the consent of LESSOR, the LESSOR reserves the right to terminate the Lease. The failure of the LESSEE to operate the Premises for the abovementioned uses for a period of at least fifteen (15) consecutive days shall constitute discontinuance of use of the Premises provided such failure is within the control of SUBLESSEE. The inability of plantations to provide bulk raw sugar for handling at the Premises due to weather conditions or labor disturbances shall be deemed to be a reason beyond SUBLESSEE'S control.

44. RIGHT OF HOLDER OF RECORD OF A SECURITY INTEREST

In the event the LESSOR seeks the forfeiture of interest of the LESSEE created by this Lease, each recorded holder of a security interest may, at its option, cure or remedy the default or breach within sixty (60) days from the date of receipt of the notice hereinabove set forth, or within such additional period as the LESSOR may allow for good cause, and add the cost thereof to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the LESSOR may: (a) pay to the holder from any monies at its disposal the amount of the mortgage debt, together with interest and penalties, and secure an assignment of said debt and mortgage from said holder or if ownership of such interest or estate shall have vested in such holder by way of foreclosure, or action in lieu thereof, the LESSOR shall be entitled to the conveyance of said interest or estate upon payment to said holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with such foreclosure and preservation of its security interest, less appropriate credits, including income received from said interest or estate subsequent to such foreclosure; or (b) if the property cannot be reasonably reassigned without loss to the LESSOR, then terminate the outstanding interest or estate without prejudice to any other right or remedy for arrears of rent or for any preceding or other breach or default and use its best efforts to redispense of the affected land to a qualified and responsible person free and clear of the mortgage and the debt thereby secured; provided, that a reasonable delay by the LESSOR in instituting or prosecuting any right or remedy it may have under this section shall not operate as a waiver of such right or to deprive it of the remedy when it may still hope otherwise to resolve the problems created by the breach or default involved. The proceeds of any disposition effected hereunder shall be applied, first, to reimburse the LESSOR for costs and expenses in connection with such disposition, second, to discharge in full any unpaid purchase price or other indebtedness owing the LESSOR in connection with such interest or estate terminated as aforesaid, and the balance, if any, shall be paid to the owner of the such interest or estate.

45. CONDEMNATION

In the event that at any time during said term the Premises or any part thereof shall be required, taken or condemned for any public use, by any condemning authority, including the LESSOR, then and in every such case the estate and interest of the LESSEE in the property taken shall at once terminate, and all compensation payable or to be paid by reason of the taking of any land shall be payable to and be the sole property of the LESSOR, and the LESSEE shall not by reason of the taking be entitled to any claim against the LESSOR for compensation or indemnity for its leasehold interest; that such compensation as shall represent the value of (i) any buildings or improvements described in Exhibits "A" and "B" shall be distributed to LESSOR, (ii) trade fixtures, equipment and personal property owned by SUBLESSEE and any property described in Exhibit "D" shall be distributed to SUBLESSEE and (iii) any property described in Exhibit "E" shall be distributed to LESSEE if the taking occurs prior to July 1, 2002, and to LESSOR if the taking occurs on or after July 1, 2002, and that in case only a part of the property constructed or owned by the LESSEE or the SUBLESSEE are taken, LESSEE or SUBLESSEE may claim and receive from the condemning authority but not from the LESSORS, any expense incurred by the LESSEE or SUBLESSEE in repairing any damage thereto; provided that, in case a part of the Premises shall be required, taken or condemned, the rent thereafter payable for the remainder of the term shall be reduced in the proportion that the part of the Premises so taken shall bear to the Premises hereby demised; provided, further, that in case such condemnation and taking shall by mutual agreement of the parties hereto be held to render the remainder of the Premises unfit for the purposes of the LESSEE, SUBLESSEE shall have the option to remove any remaining trade fixtures, equipment and personal property owned by SUBLESSEE and property described in Exhibit "D", and LESSEE shall have the option to surrender the Lease and thereby be relieved of further obligations thereon.

46. RIGHT TO ENTER

The LESSOR and the agents and representatives of the County of Hawaii may enter and cross any portion of the Premises for the

purpose of performing any public or official duties; provided, however, in the exercise of such duties, the rights of the LESSEE to the use and enjoyment of the Premises shall not be unreasonably interfered with.

47. ACCEPTANCE OF RENT NOT A WAIVER

The acceptance of rent by the LESSOR shall not be deemed a waiver of any breach by the LESSEE of any term, covenant or condition of this Lease, nor of the LESSOR'S right of re-entry for breach of covenant, nor of the LESSOR'S right to declare and enforce a forfeiture for any such breach, and the failure of the LESSOR to insist upon strict performance of any such term, covenant or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any such right for any subsequent breach of any term, covenant or condition.

48. EXTENSION OF TIME

Notwithstanding any provision contained herein to the contrary, wherever applicable, the LESSOR may for good cause shown, allow additional time beyond the time or times specified herein to the LESSEE, in which to comply with, observe or perform any of the terms, conditions and covenants contained herein.

49. JUSTIFICATION OF SURETIES

Such bonds as may be required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justification shall be filed as provided in Section 78-20, Hawaii Revised Statutes; provided, the LESSEE may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the LESSOR, security in certified checks, certificates of deposit (payable on demand or after such period as the LESSOR may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver

to said LESSOR a deed or deeds of trust of real property, all of such character as shall be satisfactory to said LESSOR and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the LESSOR under the foregoing proviso shall be determined by the LESSOR, and that the LESSEE may, with the approval of the LESSOR, exchange other securities or money for any of the deposited securities if in the judgment of the LESSOR the substitute securities or money shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the LESSEE, but only upon the written consent of the LESSOR and that until such consent be granted, which shall be discretionary with the LESSOR, no surety shall be released or relieved from any obligation hereunder.

THE LESSOR AND THE LESSEE COVENANT AND AGREE WITH EACH OTHER

50. FORCE MAJEURE

Neither party shall be deemed to be in default for the non-observance or non-performance of any covenant, obligation or undertaking required under this Lease in the event that and as long as such observance or performance is prevented, delayed, or hindered by an act of God or public enemy, fire, earthquake, hurricane, flood, explosion, action of a labor union or any other such causes which are not within the respective control of such party. In the event of any delay arising by reason of any of the foregoing events, the time for performance of such covenant, obligation, or undertaking as provided for in this Lease shall be extended for a period equal to the number of days of such delay, and the respective parties shall commence such observance or performance of the covenant, obligation or undertaking so delayed immediately after removal of the delaying cause. THE LESSOR FURTHER AGREES that notwithstanding anything in this Lease to the contrary, in the event that and as long as the Premises or any portion thereof shall be unusable for the LESSEE'S purpose as herein provided by reason of damage or destruction by an act of God or public enemy, earthquake, hurricane, action of the

elements, or war or national defense preemptions, the rent payable hereunder by the LESSEE to the LESSOR during the period the LESSEE is unable to use the Premises or any portion thereof shall be reduced in the proportion that the portion of the Premises so rendered unusable shall bear to the area hereby demised; provided that, in case such damage or destruction shall by mutual agreement of the parties hereto be held to render more than half of the Premises unfit for the purposes of the LESSEE, the LESSEE shall have the option to surrender this Lease and be relieved of any further obligations hereunder.

51. SUBLEASE

LESSOR consents to LESSEE entering into a sublease with HT&T Company, Inc. applicable to the LESSOR owned Premises described in Exhibits "A" and "B", the LESSOR owned improvements described in Exhibit "C", the SUBLESSEE owned improvements described in Exhibit "D" and the LESSEE owned machinery, equipment, gantry cranes, rails and related equipment described in Exhibit "E" in the attached form of Sublease Under Harbor Lease No. H-90-9 (Exhibit "F") effective as of July 1, 1987, subject to the provisions of a Consent to Sublease in the attached form (Exhibit "G").

52. SUBSTITUTION OF HT&T COMPANY, INC. FOR MATSON NAVIGATION COMPANY, INC. AS LESSEE, EFFECTIVE JULY 1, 2002

If the Lease is not sooner terminated under provisions of the Lease, effective July 1, 2002 (i) all right, title and interest in the machinery, equipment, gantry cranes, rails and related equipment described in Exhibit "E" shall transfer from LESSEE to LESSOR, (ii) Matson Navigation Company, Inc. shall cease being a lessee under and a party to the Lease, (iii) HT&T Company, Inc. shall become a party to and the lessee under the Lease, (iv) as provided in the Sublease Under Harbor Lease No. H-90-9 Matson Navigation Company, Inc. shall cease being a party to the Sublease and LESSOR shall be substituted for Matson Navigation Company, Inc. as a party to the Sublease, and (v) all payments under the Sublease Under Harbor Lease No. H-90-9 with respect to the machinery, equipment, gantry cranes, rails and related equipment described in Exhibit "E" for the remainder of

the Lease term beginning July 1, 2002 shall be made by SUBLESSEE to and retained by LESSOR.

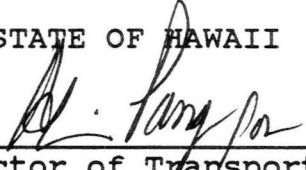
LESSOR and SUBLESSEE will consider restating the Lease to incorporate appropriate provisions of the Sublease Under Harbor Lease No. H-90-9 and terminating the Sublease effective on or after July 1, 2002.

53. EFFECTIVE DATE

The Lease and any amendments to the Lease shall be submitted by the LESSOR to the Federal Maritime Commission and shall become effective when approved by the Federal Maritime Commission under Section 15, Shipping Act, 1916, as amended, or the date on which the Federal Maritime Commission advises that no such approval is required.

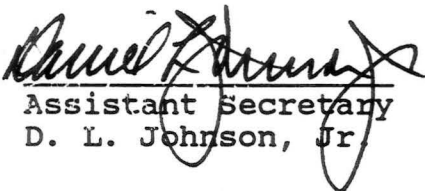
IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease to be executed the 22nd day of April, 1991.

LESSOR: STATE OF HAWAII

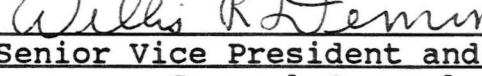
By 
Its Director of Transportation

Name Typed Al Pang

[Seal]
Attest:



Assistant Secretary
D. L. Johnson, Jr.

LESSEE: MATSON NAVIGATION COMPANY, INC.

By 
Its Senior Vice President and
General Counsel

Name typed Willis R. Deming

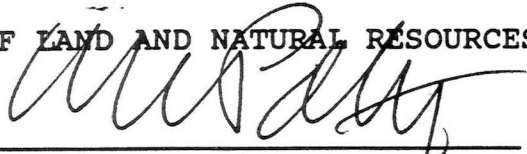
APPROVED AS TO FORM:



Deputy Attorney General
Name typed Keith Y. Tanaka

APPROVED:

BOARD OF LAND AND NATURAL RESOURCES

By


Chairman and Member
Name typed William W. Paty

Approved by the Board
at its meeting held on
10-23-87, J-11 1991 

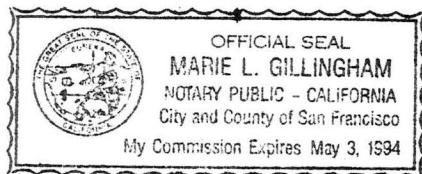
ACKNOWLEDGMENT

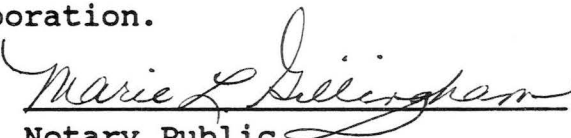
STATE OF CALIFORNIA)

) ss. .

CITY & COUNTY OF SAN FRANCISCO)

On this 24 day of February, 1991, before me appeared Willis R. Deming and D. L. Johnson, Jr., to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and General Counsel and Assistant Secretary, respectively, of MATSON NAVIGATION COMPANY, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Willis R. Deming and D. L. Johnson, Jr. acknowledged that they executed said instrument as the free act and deed of said corporation.




Notary Public

ACCEPTANCE OF LEASE

HT&T Company, Inc., SUBLESSEE under Sublease Under Harbor Lease No. H-90-9, accepts the provisions of Harbor Lease No. H-90-9 and agrees to be bound by the terms of Harbor Lease No. H-90-9.

_____, 1991

[Seal]
Attest:

Secretary

HT&T Company, Inc.

By

Its

Name typed

President

James W. Ednie

ACKNOWLEDGMENT

STATE OF HAWAII

)

) ss.

COUNTY OF HAWAII

)

On this 21st day of March, 1991, before me appeared James W. Ednie and _____, to me personally known, who, being by me duly sworn, did say tht they are the President and Secretary, respectively, of HT&T COMPANY, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said James W. Ednie and _____ acknowledged that they executed said instrument as the free act and deed of said corporation.

Samela J. Leino

Notary Public

My commission expires: 9/24/93

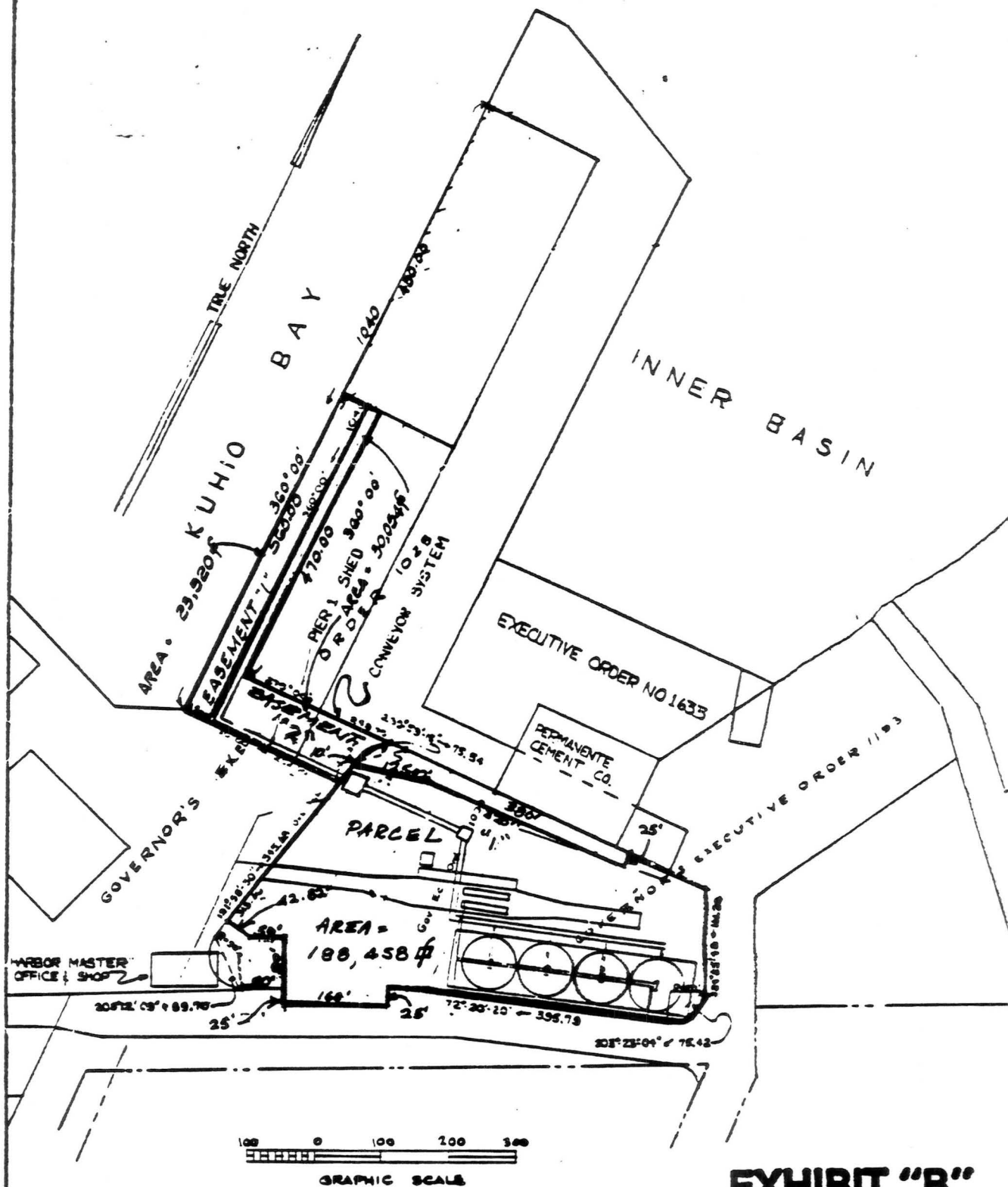


EXHIBIT "B"

HARBOR LEASE
NO. H-90-9

* REVISED: 8/8/75 BY: AL

HILO BULK SUGAR FACILITY

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

HILO HARBOR
AND VICINITY
HILO, HAWAII

EXHIBIT C

LESSOR IMPROVEMENTS

Description is on
attached pages 1-7

LEASE.HIL

CLASSIFICATION

BUILDINGS AND IMPROVEMENTS

FAIR
MARKET VALUE

BUILDING 1 - RAMP AND SCALE BUILDING

Description:

A 59' x 180' x 42' overall fabricated steel frame, metal clad, gable roof structure set on reinforced concrete piers with 26' and 44' x 150' steel frame approach ramp and 26' and 44' x 90' discharge ramp; building consists of a 44' x 53' x 17' to chord covered entry, a 44' x 97' x 38'8" to chord Dump-Scale area, a 44' x 30' x 17' to chord covered exit way, and a 15' x 150' x 8'6" lean-to north addition; the 59' x 180' x 13'6" open area below the scale and work floor is used for equipment location and shop facility. Note: 16' x 10' x 9' high partitioned and finished sample room built within north lean-to addition in 1986

Excavation:

- 1 Lot blade excavation of over burden to rock on compacted base
- 1 Lot 3,860 cu. yds. (approximately) compacted earthfill

Concrete Construction:

- 2 3' x 36' x 1'6" reinforced concrete abutment wall footings
- 39 4' x 4' x 1'6" reinforced concrete column footings
- 1 Lot 378 lin. ft. 12" x 16" reinforced concrete tie beam
- 39 2' x 2' x 6' average reinforced concrete piers
- 8 2' x 2' x 1'6" reinforced concrete footings
- 8 1'6" x 1'6" x 4' reinforced concrete column
- 1 Lot 10,704 sq. ft. 6" reinforced concrete floor on compact base
- 1 Lot 840 lin. ft. 2' x 2' reinforced concrete curb - suspended
- 1 Lot 17,070 sq. ft. 7" reinforced concrete pan floor
- 1 Lot 186 lin. ft. 6" x 18" reinforced concrete curb
- 1 Lot 1,628 sq. ft. 8" concrete block shop enclosure
- 1 Lot 270 lin. ft. 24" x 12" concrete drain - steel grille covered
- 2 36" x 5" tread concrete stair with landing

-1-

BUILDING 1 - RAMP AND SCALE BUILDING

Steel Framing (Note: Riveted Assembly):

- 1 26 - 44' x 90' exit ramp framing of a 24WF76 and a 30WF108 beam, 2 - 21WF62 stringers, and 23 - 12WF27 x 30' joists
- 1 27 - 44' x 150' entry ramp framing of 3 - 24WF76 and 1 - 30WF108 beams, 2 - 21WF62 stringers, and 33 - 12WF27x30 joists
- 1 30' x 44' x 17'10" gable roof covered exit of 4 - 14WF43 columns, 2 - 6" caps beams, 2 - gable trusses, channel girts, purlins, and complete with rod and angle bracing
- 1 53' x 44' x 17'10" gable roof covered entry of similar construction as exit
- 1 97' x 44' x 48' Scale Room of 16 - 14WF68 columns, 2 - 24WF76 beams, 2 - 18WF50 beams, 194 lin. ft. 16" and 24" stringers, 6" WF caps, 8 gable trusses, and complete with 5" girts, 6" purlins, sag rods, clips, gussets, and brackets
- 1 15' x 150' x 8' Shed Roof Addition of 12 - 8WF24 columns and rafters, 12 - 10WF33 floor stringers, 3 - 10" average x 150' floor joists, 5" purlins, and 6" channel purlins
- 6 15' steel frame cross partitions in Lean-to addition

Fabricated Metal Work:

- 2 90' guard rail of 2 - 4" pipe rails on 6x6WF posts 7' oc
- 2 150' guard rail - similar
- 32 Lin. ft. 2 member pipe handrail
- 1 36" x 24" tread steel stair, with 2 landings, handrail 2 sides, support, and shed roof
- 1 38' steel ladder, with cage
- 1 36" hoist walkway, 60' long with handrail 2 sides, 4 - 6 tread stairs, and 4 suspended machine landings

Miscellaneous Construction:

- 1 14' x 45' steel partition, with 12' x 10' sliding gate
- 1 10' x 15' partition wall of 24" x 36" cabinet base and sash above
- 1 10' x 16' x 9' high partitioned (2 wall) sample room, finished dry walls, slab door, and fluorescent lighting

BUILDING 1 - RAMP AND SCALE BUILDING

Miscellaneous Construction: (Continued)

- 1 Lot 930 sq. ft. asphalt tile flooring
- 1 Lot 1,050 sq. ft. painted canec ceiling
- 1 Lot 800 sq. ft. painted canec wall panel
- 2 Miscellaneous toilet partitions, with doors
- 1 2 wall toilet partitions, with doors

Doors and Windows:

- 1 5'9" x 174' industrial sash ribbon replaced with corrulated fiberglass and redwood louvers
- 1 5'9" x 155' sash ribbon, as previous
- 2 5'9" x 90' sash ribbons, as previous
- 1 4' x 8' hinged metal door
- 6 3' x 7' hinged metal doors
- 1 3' x 7' hinged wood door
- 2 #23141 metal racks
- 2 #43141 metal racks

Siding and Roofing:

- 1 Lot 123 squares corrugated galbestos roofing
- 1 Lot 137 squares corrugated galbestos siding (gross)
- 1 Lot 510 lin. ft. metal gutter and downspout
- 1 Lot 180 lin. ft. ridge
- 3 Rotary roof vents

Lighting:

- 1 Installation of conduit wired lighting for 11,880 sq. ft. at 2 floor levels with service, distribution panels, conduit leads, drops, and fixtures

Plumbing:

- 1 2' x 3' x 9' metal top sink cabinet, with sink, supply, and drain
- 1 Vitreous china urinal
- 3 Vitreous china tank toilets
- 3 Enameled iron lavatories
- 1 Enameled iron service sink
- 1 Refrigerated drinking fountain
- 1 Fiberglass shower stall
- 1 52 gal. electric hot water heater

Total Ramp and Scale Building

BUILDING 2 - SUGAR STORAGE STRUCTURE

Description:

A 83'8" x 367' x 36'8" wall height gable roof, steel frame, metal clad, sugar bins shelter and craneway and conveyor support and shelter housing set on steel tower 62' above ground level over sugar storage tanks; a 7'7" x 7'7" x 120'9" steel frame metal clad passenger elevator tower attached to north wall, housing a 4 level Otis passenger elevator

Note:

1. Steel frame conveyor supports and galleries at west and north walls are included with conveyors they house, as machinery and equipment
2. The 4 - 80' dia x 76' high steel sugar storage tanks are included with machinery and equipment

Excavation:

- 1 Lot 4,600 cu. yds. (approximately) excavation and site preparation
- 1 Lot 3,068 cu. yds. compacted earthfill
- 1 Lot base rock routing for foundation footings

Concrete Construction:

- 1 Lot 589 lin. ft. 12" x 6" reinforced concrete ribbon footing
- 4 2'6" x 12'6" x 2'8" reinforced concrete bent footings
- 8 18" x 18" x 24" reinforced concrete pier
- 1 7'10" x 9' x 6' deep reinforced concrete elevator pit of 8" walls and floor on spread footings
- 4 Reinforced concrete tower footings of 8' x 14'8" x 2' base pad, with 2 - 2' x 7' x 9'5" piers and 14' x 20' x 8'8" tie beam
- 6 Reinforced concrete tower footings of 8' x 21'6½" x 2' base pad, with 2 - 2' x 7' x 9'5" piers and 14' x 20' x 14'8" tie beam

BUILDING 2 - SUGAR STORAGE STRUCTURE

Steel Framing:

- 7 80' x 62' high fabricated steel towers of
2 - 5' x 11'2" x 62' legs of 4 angle vertical
members, cross bracing, 4' x 7' x 70' fabri-
cated box truss and 4' x 54' open gusset
stiffener each leg
- 3 80' x 72' high fabricated steel tower, as
previous except for 17'9-5/8" column base
- 1 80'8-3/4" x 366'10" x 37'8" to truss bottom
fabricated steel metal clad, gable roof
Tank and Craneway Shelter of 10 - 4' x 5'
x 26'8" fabricated towers with wide flange
sill and bracing and continuous 4' x 5' box
trusses
- 1 Lot 10,282 sq. ft. tank filler deck of 1/4"
steel plate on WF joists
- 1 6'6" x 7'7" x 120'8" high fabricated steel
elevator tower of 4" x 4" angle columns, cross
bracing, gable roof, framed openings, channel
girts, and purlins; corrugated galbestos
siding and roofing
- 1 A-5 Conveyor Penthouse gallery, 10 - 10'7"
x 67'6", with gable roof, two access walkways,
handrail, and corrugated galbestos siding and
roofing
- 1 5' x 7' - 9' x 33' elevator access gallery,
elevated with shed roof

Fabricated Metal Work:

- 2 16" x 66' fabricated steel escape ladder, with
cage, 2 platforms, and hatch
- 2 30" storage floor access stairway
- 4 30" stair and connecting walkways of 2 - 7
tread stairs, walkway, and handrail 2 sides
- 2 2'2" x 40 tread steel stair to crane floor with
2 landings, support tower, and handrail two
sides, 26'8 1/2" elevation
- 1 2' x 17 tread steel stair and 2 x 24'8" walk-
way, with handrails
- 1 Lot 730 lin. ft. 48" catwalk of 2 channel
stringers, subway grating, and handrail 2 sides
- 1 Lot 150' lin. ft. 30" catwalk, as previous
- 1 Lot 345 lin. ft. 12' catwalk, as previous, with
8' center recess for conveyors

BUILDING 2 - SUGAR STORAGE STRUCTURE

Doors and Windows:

- 1 Continuous ribbon sash around Headhouse replaced with corrugated fiberglass
- 1 Lot wood vents and fiberglass panels in gallery walls

Lighting:

- 1 Installation of conduit wired lighting in upper conveyor and crane levels and on other working levels, complete with transformer, distribution breaker panel, and fixtures

Elevator:

- 1 Otis 2,000# passenger elevator to 4 floors, automatic

Total Sugar Storage Structure

YARD CONSTRUCTION

- 1 Lot of 8,575 sq. ft. asphalt exit road paving
from east ramp to public access road
- 1 Lot of 2,400 sq. ft. asphalt receiving entrance
road to west ramp

Total Yard Construction

TOTAL

EXHIBIT D

SUBLESSEE IMPROVEMENTS

- 1 - 3-1/2 Ton Electric Hoists and Trolleys
- 1 - Executive Desk, Globe Wernick
- 2 - Gray Metal Side, No Arm S Chairs
- 1 - File Cabinet, Legal Size
- 2 - Calculator Stands
- 20 - Berger Visualockers
- 1 - Alemite Grease Pump
- 1 - Hornet Welder 300 amp 440-3-60 and Accessories
- 1 - Yale & Towne Pul-Lift, 1-1/2 tons
- 2 - Yale & Towne Pul-Lifts, 3 tons
- 1 - Aluminum Up-Right Scaffold
- 1 - Storage Cabinet
- 1 - Von Arx 3B Gun Kit
- 1 - Cosco Chair, #18sta
- 1 - Fairbanks Morse Scale, 12 144
- 1 - Frigidaire Air Conditioner, A-12-G-230V
- 1 - Frigidaire Air Conditioner, A-9-G-230V
- 1 - Hydraulic Pully Assembly, #939
- 1 - Electric Hoist
- 1 - Belt Vulcanizer
- 1 - Cincinnati Time Clock
- 1 - Olac Dock Tractor
- 1 - Taylor 2 Channel Recording Thermometer
- 2 - Electronic Digital Scale Model 90-8811
- 1 - Oasis Water Cooler
- 1 - Canon Calculator SN 700912
- 7 - RCA Camera & Lenses
- 1 - RCA Video Switcher TC 1418
- 1 - Install-TV Cameras
- 1 - Clark Hilift, SN CL1130
- 1 - Clark Dock Tractor, SN CM-4447-128

LEASE.HIL

EXHIBIT E

LESSEE MACHINERY AND EQUIPMENT

Description is on
attached pages 8 to 24

LEASE.HIL

#1 Truck Scale - Makai

- 1 Fairbanks Morse 50 ton truck scale, Ser. #8511M, with 10' x 45' and 10' x 12' concrete decks, single beam register, model 3600 printer, and electronic register, with elevated support piers, welded steel beam enclosure, and operator's station, complete with set of check weights

Installed

#2 Truck Scale - Mauka

- 1 Fairbanks Morse 50 ton truck scale, Ser. #8510M, with related accessories as previous

#3 Sampler S-1 - 1948

- 1 18" centers vertical bucket elevator, in 10" x 19" steel leg, with metal sample hopper, floor support, metal buckets on 2 strand detachable support, metal buckets on 2 strand detachable chain, and roller chain drive from a $\frac{1}{2}$ hp General Electric induction motor and Pacific 5 hp, 102 RPM gear reducer, Ser. #3MR2478

Installed

#4 Sampler S-2 - 1948

- 1 18' centers vertical bucket elevator sampler, as previous, reducer, Ser. #3MR2477

Installed

#5 Truck Dump Hoist - 1948

- 1 Installation of 2 P&H model BELR-7 $\frac{1}{2}$ 7,500# capacity at 70' rated single drum hoist, with 20 hp motor and magnetic brakes on an 8' x 46' fabricated steel suspended frame, complete with wiring and controls, 5/8" cable, access deck, walkway, and dump sling with blocks

Installed

#6 Truck Dump Hoist - 1948

- 1 Installation of 2 - P&H 7,500# capacity single drum hoist on a suspended steel frame, as previous

Installed

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F-257-05

MACHINE

#7 Conveyor A-1 - 1948

- 1 72" x 17'6" centers pan conveyor under scale of manganese cast plate links on 16" sprockets and 3-5/16" shaft, 10 carrier rollers, 5 return idlers, and roller chain driven thru a jack shaft from a primary drive unit and 10 hp, 165 RPM motor reducer, complete with a dump grid, chute, discharge housing, 6' x 18' recovery drag conveyor in steel tray, and a 7' x 22' x 4' high frame of 8x8 WF steel wide flange

Installed

#8 Conveyor A-2 - 1948

- 1 72" x 17'6" centers pan conveyor under mauka scale, constructed as Conveyor A-1

Installed

#9 Conveyor A-3 - 1948

- 1 40" x 162' centers horizontal and incline belt receiving conveyor designed for 500 FPM consisting of:
 - 1 - Lot 345' 40" x 5 ply, 28 oz. rayon roller chain belting
 - 1 - 24" steel tail drum intake up frame
 - 1 - 30" lagged steel drive pulley, with shaft and bearings
 - 1 - 3 pulley weighted take up in steel frame, with 24" pulley
 - 42 - 6" troughing pulleys, open spider return idlers
 - 1 - 20 hp General Electric induction motor, coupled to a Pacific 125 RPM gear reducer
 - 1 - Lot 165 lin. ft. fabricated steel frame, with sheet metal deck and support stand
 - 1 - Elevated steel fabricated discharge and drive stand, conduit wired connection and multiple station control

Installed

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#10 Receiving Conveyor A-3 Support and Gallery

- 1 9'6" x 8'6" x 82'6" receiving conveyor support and gallery, flat steel truss base on single 4'9" steel frame tower, steel frame gable roof housing, with corrugated galbestos siding and roofing, with formed $\frac{1}{2}$ " plate stairway, with handrails, including conduit wired lighting

Installed

#11 Conveyor A-3 to A-4 Junction Tower

- 1 9'6" x 24'6" x 11' to 15'9" junction tower, set on 6 - 8WF28' x 17'11" legs with 8" WF structural framing, angle bracing, channel girts and purlins, and corrugated siding and roofing, including $\frac{1}{2}$ " plate stairway and conduit wired lighting

Installed

#12 Conveyor A-4 - 1948

- 1 42" x 315'2" centers incline belt conveyor, as A-3, with 78 troughing rolls, weighted take up, frame, and drive from a 60 hp Westinghouse TEFC induction motor and Pacific 125 RPM reduction gear

Installed

#13 Receiving Conveyor A-4 Support and Gallery

- 1 Receiving conveyor support and gallery attached to south wall of storage housing, 9'6" x 8'6" to 12'4" shed roof x 325', steel frame, galvestos clad, similar to A-3

Installed

#14 Conveyor A-5 - 1948

- 1 42" wide x 48' centers incline belt conveyor, as A-4, with 13 troughing rolls, 30" lagged pulley, steel frame, fabricated steel wye discharge chute, and drive from a 15 hp General Electric induction motor coupled to a Pacific 122 RPM gear reducer, electric brake

Installed

#15 Conveyor A-6 - 1948

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- 1 42" wide x 80' centers incline belt conveyor, as A-4, with 18" tail pulley, 24" drive pulley, 20' troughing rolls, 3 pulley take up, and drive from a 10 hp General Electric induction motor coupled to a Pacific 191 RPM gear reducer, including wye discharge chute, with electric gate

Installed

#16 Conveyor A-7 - 1948

- 1 42' wide x 80' centers incline belt conveyor, as A-6

Installed

#17 Conveyor A-8 - 1948

- 1 42" wide x 80' centers incline belt conveyor, as A-6

Installed

#17A Steel Sugar Storage Tanks

- 1 Lot of steel sugar storage tanks, as follows:

- 4 - 80' dia x 76' high welded steel tanks on 3/4" steel ring base, ten courses with 2 ring stiffeners and 14' x 10' x 48' long base tunnel of steel skin on 12" channel ribs, 20" oc and fabricated portal
- 44 - 6' dia x 6' high interlocking steel tank core sections of 5/8" plate with ring stiffener and lugs (Note: Idle in place - no longer in use)
- 1 - Lot of excavation, and compacted earth fill
- 1 - Lot 1,005 lin. ft. 1'6" x 2' reinforced concrete ribbon footings, in 4 ring tank supports
- 1 - Lot 392 lin. ft. 1'6" x 2' reinforced concrete tunnel wall footings
- 1 - Lot 17,600 sq. ft. 8" reinforced concrete tank floor slab
- 1 - 2,496 sq. ft. 12" reinforced concrete tunnel floor, in tanks

Installed

#18 Unloading Crane - 1948

- 1 P&H 70' span 11½ ton traveling bridge crane, Ser. #13262B, with fabricated double beam frame, suspended cab, lever controls, double drum, clam-shell bucket, double gutter electrical trolley, partial steel frame canopy, 125 hp holding and closing motors, 15 hp trolley motor, and 40 hp bridge motor, and 3" conduit lead to ½ of wiring gutter and trolley rail

Installed

#19 Unloading Crane - 1948

- 1 P&H 70' span 11½ ton traveling bridge crane, Ser. #14261B, as previous

Installed

#20 Feeder Conveyor F-1 - 1948

- 1 Feeder conveyor consisting of:
 - 1 - 72" x 10' centers horizontal pan conveyor under Tank #1, with manganese traveling pan bed on 16" sprockets and 3-5/16" shaft with 5 carrier rollers, 2 return rollers, roller chain drive from a 7½ hp 16.7 RPM geared motor, 8' x 18' x 4' fabricated steel stand, and complete with receiving and discharge chutes
 - 1 - Gear motor driven lump breaker of 2 - 18" dia rotary knives on 2 - 7/16" shaft, roller chain transfer and steel frame (geared for 18 FPM)

Installed

#21 Feeder Conveyor F-2 - 1948

- 1 72" x 10' centers traveling bed discharge conveyor with drive, frame, chutes, and lump breaker, as F-1

Installed

#22 Feeder Conveyor F-3 - 1948

- 1 72" x 10' centers traveling bed discharge conveyor, with drive, frame, chutes, and lump breaker, as F-1

Installed

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#23 Feeder Conveyor F-4 - 1948

- 1 72" x 10' centers traveling bed discharge conveyor, with drive, frame, chutes, and lump breaker, as F-1

Installed

#24 Shipping Conveyor B-1 - 1948

- 1 42" wide x 68' centers belt conveyor, from Tank #1 feeder to C-1 and D-1 conveyors, consisting of:

- 1 - 142'42" x 4 ply belt, with $\frac{1}{4}$ and 3/32" roller chain
- 1 - 18" steel tail pulley in take up frame
- 1 - 18" lagged drive pulley
- 18 - 6" troughing rolls
- 1 - Return spider frame idlers
- 1 - Steel channel frame with legs and sheet metal cover

MACHINERY AND EQUIPMENT

#24 Shipping Conveyor B-1 - 1948 (Continued)

- 1 - Enclosed roller chain drive
- 1 - 20 hp General Electric induction motor, coupled to a Western 191 RPM gear reducer
- 1 - Steel drive stand and wye discharge chute (manual)
- 1 - Conduit wiring and multiple controls (geared for 300 FPM)

Installed

#25 Shipping Conveyor B-2 - 1948

- 1 42" x 68' centers conveyor, as B-1 (Tank #2)

Installed

#26 Shipping Conveyor B-3 - 1948

- 1 42" x 68' centers conveyor, as B-1 (Tank #3)

Installed

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#27 Shipping Conveyor B-4 - 1948

1 42" x 68' centers conveyor, as B-1 (Tank #4)

Installed

#28 Supports and Galleries for "B" Conveyors

4 B-1 through B-4 supply conveyors, supports, and galleries, each 9'7" x 12' x 15'2" long, with roof extending 15' over C-1 - D-1 conveyors, steel frame over concrete floor at grade, with gable roof and corrugated galbestos siding and roofing

Installed

#29 Shipping Conveyor C-1 - 1948

1 36" x 323'6" centers horizontal belt conveyor at storage tanks, constructed of:

- 1 - Lot 662 lin. ft. 36" x 5 ply, 28 oz. rayon belting, with 3/16" and 1/16" roller chain
 - 1 - 24" steel tail pulley, with shaft and bearings on carriage attached to take up counterweight
 - 1 - 30" lagged drive pulley (SA234)
 - 83 - 6" troughing rolls
 - 28 - Steel spider idlers and 3 aligning idlers
 - 1 - Steel channel frame, with stand and 16 gauge sheet metal cover
 - 1 - Enclosed roller chain drive unit
 - 1 - 25 hp General Electric induction motor, coupled to a 191 RPM Pacific speed reducer
 - 1 - Fabricated drive stand and discharge chute (geared for 360 FPM)
- (Note: Includes dump gate to conveyor A-3 for sugar circulation in tanks)

Installed

#30 Shipping Conveyor D-1 - 1948

1 36" x 318' centers horizontal belt conveyor, parallel and similar to conveyor C-1

Installed

#31 Support and Gallery for C-1 and D-1 conveyors

- 2 15' x 8' x 208' long supply conveyors support and gallery, set on concrete floor, constructed as previous

Installed

#32 Support and Gallery for C-1 and D-1 conveyors

- 2 18' x 9'6" x 120'5" long supply conveyors support and gallery, set on concrete floor, constructed as previous

Installed

#33 Shipping Conveyor C-2 - 1948

- 1 36" wide x 132'6" centers incline conveyor, 72 lin. ft. under Receiving Scale Building and balance in gallery conveyor, constructed of:
- 1 - Lot 277'7" - 36" x 5 ply, 28 oz. rayon belting with 3/16" and 1/16" roller chain
 - 1 - 24" x 39" steel tail pulley on shaft and bearings
 - 1 - 30" x 39" lagged steel drive pulley and belt scraper
 - 3 - 24" gravity take up
 - 1 - Enclosed roller chain drive
 - 1 - 40 hp Westinghouse induction motor, with brake, coupled to a Foote Bros. 6.2 ratio, class 2 gear reducer
 - 33 - 6" steel troughing rolls (SA234)
 - 10 - Steel spider return idlers and 1 aligning roll
 - 1 - 36 lin. ft. welded steel channel frame, with legs and sheet metal deck
 - 1 - Fabricated steel discharge chute to conveyor C-2A, elevated drive stand, and 10' rail guide
 - 1 - Conduit wired connection and multiple control
 - 1 - Conduit wired Indicator

Installed

#34 Shipping Conveyor D-2 - 1948

- 1 36" x 137' centers, incline conveyor, similar to and parallel to conveyor C-2

Installed

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#35 Support and Gallery for C-2/D-2 Conveyors

- 1 C-2/D-2 15' x 8' x 55' supply conveyors supports and gallery for conveyors C-2/D-2, steel frame, with gable roof incline conveyor gallery of 2 fabricated stringers, 8" channel beams 8' oc, wall framing and roof trusses 8' oc, 2 runs of formed $\frac{1}{4}$ " checkered plate stairs with handrail one side, complete with 7 tread access stair and building hangers

Installed

#36 Junction Tower C/D-2 - CD2A Conveyors

- 1 19' x 21' x 35'6" junction tower of 4 - 8WF31 columns, 3 floors of 10" WF framed deck and $\frac{1}{4}$ " checkered plate decking less opening, 10WF21 roof cap and 3 - 21' span gable trusses, complete with sway bracing, girts, purlins, and corrugated metal siding and roofing, including 4 flights 30" steel stair, with handrail, conduit lighting 4 levels, and reinforced concrete tower piers, footings, and tie beams

Installed

#37 Shipping Conveyor C-2A - 1948

- 1 36" wide x 197' centers incline conveyor from Transfer House to Bulk Scale House, constructed of:
- 1 - 415'6" - 36" x 5 ply, 28 oz. nylon belting with 3/16" and 1/16" roller chain
 - 1 - 24" x 39" conveyor frame steel pulley on 3-15/16" shaft and bearings with belt scraper
 - 1 - Gravity take up of 2 - 24" x 39" snub pulleys and 1 - 24" x 39" take up pulley on 3-5/16" shaft, with bearings and frame
 - 1 - 30" x 39 cu. ft. rubber lagged drive pulley on 4-7/16" shaft turned to 3-15/16"
 - 54 - Troughing idlers (SA234)
 - 17 - Return idlers and 2 self-aligning rolls
 - 1 - Enclosed roller chain drive of 1 $\frac{1}{2}$ " pitch chain, 70 tooth and 17 tooth sprockets
 - 1 - Lot 100 lin. ft. steel conveyor frame of 6" channel stringers, bracing, and legs, with 16 gauge sheet metal cover
 - 1 - Westinghouse 50 hp 1770 RPM drive, with motor brakes coupled to a Foote Bros. class 2, 6.2 ratio gear reducer

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#37 Shipping Conveyor C-2A - 1948 (Continued)

- 1 - Fabricated steel drive stand and discharge chute to hopper
- 1 - Wiring connection to panel, with multiple controls

(Note: Six troughing rolls and 10' skirt guides added to receiving end)

Installed

#38 Shipping Conveyor D-2A - 1948

- 1 36" x 185' centers incline conveyor, similar to and parallel with conveyor C-2A

Installed

#39 Shipping Conveyors C2A/D2A Support and Gallery

- 1 15' x 8' x 82'3" steel frame gable roof incline conveyor gallery to Scale Tower, construction similar to C2/D2 gallery

Installed

#40 Batch Scale C - 1948

- 1 Parson Automatic Scale Co. class F-15A batch sugar scale, Ser. #491, including the following:

- 1 - 10' x 10' x 8'6" to 4' x 4' x 5'6" hopper bottom receiving tank of reinforced welded steel on a 10' x 10' x 3' stand of 12" and 8" WF frame
- 1 - Pair of pneumatic operated dump gates, with piping and wiring connections
- 1 - Conduit wired Bindicator
- 1 - 10' x 10' x 8'6" to 4' x 4' x 5'6" scale tank set on Fairbanks Morse scale beam grid, including pneumatic dump system
- 1 - 12' x 12' x 7'6" to 2' x 2' x 8' fabricated steel scale storage tank, with chute and gate to conveyor shoe
- 2 - Conduit wired bin vibrators
- 1 - Lot power service and air piping to unit

Installed

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1 237 85

#41 Batch Scale D - 1948

- 1 Parsons Automatic Scale Co. batch sugar scale,
Ser. #490, as Scale C

Installed

#42 Batch Scale Tower and Conveyors Support

- 1 30' x 30' x 78'3" steel frame, gable roof scale
tower structure with 6-WF columns to chord level,
5 heavy framed floors covered with $\frac{1}{4}$ " checkered
plate, less openings, vertical wall framing, girts,
purlins, and 3 gable roof trusses, wall sheathing
about 19' from grade level and roofing to eaves,
also includes 5 flights 30" steel stairs with hand-
rails, hinged metal access doors, framed wood
louvers in walls, and corrugated galvanized iron
roofing and siding, with conduit wired lighting 5
levels, and reinforced concrete as follows:
6 - 6' x 6' x 2' pier footings, 6 - 2' x 2' x 3'6"
piers, and 4 - 1'6" x 2' x 28' tie beams

Installed

#43 Shipping Conveyor C-3 - 1948

- 1 36" wide x 235' centers incline and horizontal belt
conveyor, 101' in gallery and balance in Wharf Shed
#1, conveyor constructed of:
 - 1 - 490'4" - 36" x 5 ply, 28 oz. rayon belting, with
3/16" and 1/16" roller chain
 - 1 - 24" x 39" conveyor frame steel tail pulley on
3-15/16" shaft
 - 60 - 6" SA234 troughing idlers
 - 19 - 6" return idlers and 3 self-aligners
 - 1 - 30" x 39" rubber lagged head pulley on 4-7/16"
shaft necked to 3-15/16" with bearings
 - 1 - 3 pulley gravity take up, with 24" pulleys in
steel frame
 - 1 - Lot 240 lin. ft. steel frame of 6" and 8"
channel stringers and legs, with 16 gauge deck
 - 1 - Belt scraper assembly
 - 1 - Enclosed roller chain drive of 1 $\frac{1}{2}$ " pitch double
chain, with 70 and 17 tooth sprockets
 - 1 - Westinghouse 40 hp 1,765 RPM induction motor,
coupled to a Foote Bros. 6.2' ratio gear
reducer, magnetic brake
 - 1 - Fabricated steel drive stand and 14' chute to
C-4 conveyor

#43 Shipping Conveyor C-3 - 1948 (Continued)

- 1 - Conduit connection with multiple controls
- 1 - Portion of 20' x 145' conveyor support deck within pier shed of 6 - 8" channel stringers on 6 - 12 WF beams, with $\frac{1}{4}$ " plate decking handrail and 11' x 20' drive floor

Installed

#44 Shipping Conveyor D-3 - 1948

- 1 36" wide x 230' centers incline and horizontal belt conveyor, similar to and parallel with Conveyor C-3

Installed

#45 Belt Scale - C - 1973

- 1 McDowell Wellman Engineering Co. ABC weighing system, Ser. #130000820, designed for 36" belt and rate of 1,000 tons per hour at belt speed of 550 FPM, complete with enclosure and troughing roll beam hanger (at Conveyor C-3)

Installed

#46 Belt Scale - D - 1973

- 1 McDowell Wellman Engineering Co. electronic belt scale, Ser. #130000819, as previous (at conveyor D-3)

Installed

#47 Shipping Conveyors C3/D3 Support and Gallery

- 1 15' x 8' x 86' suspended conveyor gallery from Scale Tower to Wharf Warehouse, construction similar to other C/D conveyor support and gallery

Installed

#48 Shipping Conveyor C-4 - 1948 (Pier 1 - Shed)

- 1 36" x 363' centers horizontal belt conveyor at Ship Gantry line, constructed as follows:
 - 1 - 755' 36" x 5 ply, 29 oz. rayon belting, with $\frac{3}{16}$ " and $\frac{1}{16}$ " roller chain
 - 1 - 24" x 39" conveyor frame steel tail pulley on shaft and bearings

#48 Shipping Conveyor C-4 - 1948 (Pier 1 - Shed)

- 94 - 6" SA234 troughing idlers
- 34 - 6" return idlers and 4 aligners
- 1 - 30" x 39" lagged steel drive pulley, on shaft and bearings as previous
- 1 - Enclosed roller chain drive of 1½" double roller chain, 17 and 70 tooth sprockets
- 1 - Steel conveyor frame of 6" channel and 16 gauge decking, on floor stands with 10x10WF tripper rail
- 1 - General Electric 30 hp 1,760 RPM induction motor coupled to a Pacific 191 RPM gear reducer
- 1 - Lot wiring connection, with multiple controls
- 1 - Portion of 19' x 560' steel conveyor support deck of checkered plate of 12WF27, 4-8WF and 8" channel stringers, with handrail and access, erected within Pier 1 Shed

Installed

#49 Shipping Conveyor D-4 - 1948

- 1 36" x 543' centers belt conveyor, construction similar to and parallel with conveyor C-4, with drive motor increased to 40 hp coupled to a Foote Bros. 6.2 ratio gear reducer

Installed

#50 Belt Tripper C - 1949

- 1 36" fabricated steel, self-propelled belt tripper, with 5'6" x 19' incline steel frame, 3 - 18" flanged trucks, 36" dump pulley, bend pulley, welded steel discharge shroud, belt cleaner and scraper, and 8' wide discharge conveyor deck to gantry, complete with access ways and railing

Installed

#51 Belt Tripper D - 1949

- 1 36" fabricated steel self-propelled belt tripper, as previous, with 9" wider discharge conveyor deck

Installed

#52 Gantry Supply Conveyor C-5 - 1949

- 1 36" wide x 8'6" center, troughing belt conveyor, with pulleys, rolls, and drive from 5 hp induction motor coupled to a Pacific, 191 RPM gear reducer

Installed

#53 Air Compressors - 1948

- 1 Installation of 2 - Westinghouse model 42B vertical 2 cylinder air compressors, Ser. #231665 and Ser. #237935, each driven thru 3 strand V-belt drives from 20 hp 1,760 RPM induction motor, rated 147 cu. ft. per minute each, and complete with belt guards, common concrete base, wiring leads, controls, and 2" pipe manifold to receiver with 50'2" pipe air cooler

Installed

#54 Air Compressor - 1948

- 1 Westinghouse model 3YC tank mounted air compressor, Ser. #195787, with motor drive, belt guard, wiring lead, automatic controls, and piping connection (rated 25 CFM) - Serves truck unloading gate

Installed

#55 Air Receiver - 1949

- 1 48" dia x 72" welded steel vertical air receiver, on 3 leg bases with manhole, pressure gauge, and pipe connection

Installed

#56 Wash Water Pumps - 1970-1983

- 1 Set of pressure pumps installed at building wall, consisting of:
- 1 - 1½" x 1" horizontal motor pump, with 3 HP 3,450 RPM Fairbanks Morse motor, base, pipe connections, wiring lead, and push button controls
 - 1 - 2" x 1" Peerless motor pump, with 5 hp 3,450 RPM motor, pipe connections, wiring lead, and automatic controls

Installed

#57 Pipe and Fittings - 1948

Piping and fittings as follows:

- 1 - Installation of pressure air piping to equipment areas consisting of:
 - 1 - Lot 56 lin. ft. 2" pipe and fittings
 - 2 - 2" gate valves
 - 1 - Lot 1,010 lin. ft. of 1½" pipe and fittings
 - 3 - 1½" gate valve
- 1 - Lot 1,540 lin. ft. 1½" pipe and fittings
- 6 - 1½" gate and check valves
- 44 - Air drops of ½" pipe, valves, and hose connection
- 1 - Installation of pressure water piping for conveyor and equipment wash down of:
 - 1 - 1½" supply connection
 - 1 - 1½" pump lead, with 3 gate valves and fittings
 - 1 - Lot 3/4" pipe grid to receiving, storage, and shipping areas of approximately 2,500 lin. ft. pipe, with fittings, valves, and hose bibbs

Installed

#58 Electric Power Wiring

- 1 Electrical power service and distribution consisting of:
 - 1 - Lot 34 lin. ft. 2½" conduit wire, with ell and entrance conduit
 - 1 - Lot 32 lin. ft. 8" x 10" metal gutter
 - 2 - 200 amp, 575 volt safety switch
 - 12 - 15 amp, 480 volt capacitors
 - 1 - 1' x 7'8" x 16'6" distribution panel, with main breaker, estimated size 4 crane breaker, 440 volt lighting breaker, 2 meter rings, 3 - 300 amp and 1 - 550 amp breakers, 1 - 125 amp and 18 - 70 amp breakers, 8 - size 3 open starters, and 6 - size 1 starters
 - 1 - Conveyor A-4 combination starter
 - 1 - 1' x 7'8" x 14'9" of 23 relays, 4 - size 3 open starters, 12 - size 2 starters, 10 - size 1 starters, and 31 - 20/70 amp breakers
 - 4 - 225 amp, 600 volt AB-1 circuit breakers
 - 1 - 8 lin. ft. 6" x 6" wired gutter
 - 1 - 12 lin. ft. 3" conduit wires
 - 1 - 2 lin. ft. 3" factory ell

#58 Electric Power Wiring (Continued)

- 1 - 3" conduit wired supply to Pier 1 Shed 1
 - 1 - 2½" conduit wired supply to Pier 1 Shed 1
 - 1 - 1' x 6'6" x 8' panel with 2 gantry breakers,
6 - 20/70 amp breakers, 7 relays, and 8 -
size 3 average magnetic starters
 - 1 - 5 lin. ft. 6" x 6" wired gutter
 - 3 - 225 amp, 600 volt circuit breakers
- Complete with conduit leads to motors, brakes, motion switches, push buttons, and other controls, a total of approximately 958 hp

Installed

TOTAL

- 1 Lot of common components for gantry cranes C and D consisting of:
- 1 - Lot of track, foundation and paving, and power and control wiring
 - 1 - Gantry crane C including power chassis and appurtenances, structural frame, covering for windows and doors, counterweights, lighting, boom hoist, spout and ship trimmers conveyors, and power and control wiring
 - 1 - Gantry crane D including power chassis and appurtenances, structural frame, covering for windows and doors, counterweights, lighting, boom hoist, spout and ship trimmers conveyors, and power and control wiring

Installed